

THIS INDENTURE, this day made and entered into between KENNY L. FURNISH AND KATHY D. FURNISH

hereinafter designated as GRANTOR; D. PACE BRANNON

Trustee, hereinafter designated as TRUSTEE; and FIRST FAMILY FINANCIAL SERVICES

hereinafter, together with Assignees, designated as Beneficiary,

WITNESSETH: THAT WHEREAS, Grantor is indebted to the Beneficiary in the principal sum of \$ 10,318.44 before addition of precomputed charges, evidenced by a promissory note of even date herewith payable to the order of Beneficiary bearing interest at the rate specified therein, being payable in monthly installments with the final installment being due on the 29th day of JAN., 2000, (the "Note") and which note authorizes the acceleration of the indebtedness if any installment be not paid when due.

NOW THEREFORE, Grantor being desirous of securing payment of said indebtedness when due does hereby convey and warrant to the said Trustee the following described property situated in the County of DESOTO and State of Mississippi, to-wit:

Indexed: Lot 2 of the Rucker and Parson Survey SE Corner of Section 34, Township 1, Range 8

Commencing at the Southeast corner of lot 2, of the Rucker & Parson Survey of Dr. S.C. Murphey's land (Deed Book 1, Page 1), (Town of Horn Lake); thence in a Southwesterly direction along the West right of way of the Illinois Central Gulf Railroad 687.4 feet to an iron pin, being the point of beginning and the Northeast corner of the described Tract; thence South 21 degrees 18 minutes 18 seconds East 110.23 feet to an iron pin in the South edge of a gravel road; thence South 88 degrees 45 minutes 00 seconds West 276.37 feet to an iron pin; thence North 04 degrees 45 minutes 00 seconds West 105.00 feet to an iron pin; thence North 85 degrees 45 minutes 00 seconds East 243.73 feet to the point of beginning containing 0.63 acres more or less, all bearing referenced to Magnetic North. As per survey of Ronald R. Williams, P.E., dated March 11, 1974. Located in Section 34, Township 1, Range 8.

STATE MS.-DESOTO 00, FILED

FEB 20 3 37 PM '96

BK 810 PG 596
W.E. DAVIS CH. CLK.

Indexed: NE Quarter of Section 34, Township 1, Range 8

It is agreed and understood that Grantor will pay all taxes and other liens on said property as same fall due, and will effect and maintain insurance on any building located on said property in the sum of not less than the amount of the indebtedness secured hereby, with loss payable clause in favor of Beneficiary as his interest may appear, failing in which, Beneficiary may, at his option, effect and maintain such insurance, pay all past due taxes and/or other prior liens, and any sum of money so paid out by him on insurance, taxes or past due liens that prime this instrument, shall become and be a part of the indebtedness herein secured, and may be declared immediately due and become a default hereunder the same as though it was the principal indebtedness.

IN TRUST, if at any time any part of said indebtedness or any interest thereon shall be past due and unpaid, or other default made, Beneficiary may declare all of said indebtedness secured hereby immediately due, and Trustee shall, on demand of Beneficiary, proceed to sell said property on any secular day, at the Court House door of DESOTO County, Mississippi, at public outcry to the highest bidder for cash, within legal hours, after giving notice of the time, place and terms of sale as provided by law, and out of the proceeds of said sale Trustee shall first pay all expenses of conducting the sale and of executing the trust herein, next the amount of indebtedness remaining unpaid, whether or not all be then due, and the balance of the proceeds, if any, shall be paid to the undersigned. Trustee herein shall have the option of selling personal property covered hereby at the Court House door as set out herein or at the location of said personal property and also the option of obtaining possession of such personalty after default hereunder either before or after proceeding with and/or consummation of sale hereunder. Beneficiary shall have the same right to purchase the property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

It is hereby agreed that Beneficiary may, at his pleasure, appoint in writing another Trustee in the place of the one herein named or for any substitute Trustee, and who, when so appointed, shall have all the powers and duties as are conferred upon the Trustee herein named.

It is agreed by Grantor that this deed of trust is to secure the payment of any and all other indebtednesses of Grantor to Beneficiary that now exists, or that might arise during the ensuing five years from the date hereof.

Witness DM signature 23 day of January, A.D. 19 96

First Family Financial Services Inc.
1429 Goodman Road W Sp 19
Horn Lake, MS 38637
601-342-6401

Kenny L. Furnish
KENNY L. FURNISH

Kathy D. Furnish
KATHY D. FURNISH

STATE OF MISSISSIPPI
COUNTY OF

Before me the undersigned authority in and for above said county and state, this day personally appeared Kenny L. Furnish and Kathy D. Furnish who in my presence acknowledged that they signed and delivered the above and foregoing instrument on the day, month and year therein shown as 23 day of January, 19 96 and for all purposes therein stated.

Witness my signature and the seal of my office on this 23 day of January, 19 96

[Signature] Notary Public
County, Miss.
My Commission Expires: 23 day of January, 19 96